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Counsel to Bradley D. Sharp, Chapter 11 Trustee

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION**

In re:

LESLIE KLEIN,

Debtor.

Case No.: 2:23-bk-10990-NB

Chapter 11

**THIRD APPLICATION OF THE LAW
OFFICES OF GOLDFARB GROSS SELIGMAN
& CO. FOR INTERIM APPROVAL OF
COMPENSATION AND REIMBURSEMENT OF
EXPENSES AS SPECIAL LITIGATION AND
REAL ESTATE COUNSEL TO THE CHAPTER
11 TRUSTEE; DECLARATION OF JEREMY
BENJAMIN IN SUPPORT THEREOF**

Third Interim Fee Period: September 1, 2024 – February 28,
2025]

DATE: May 27, 2025
TIME: 1:00 p.m.
PLACE: 255 East Temple Street,
Los Angeles, California
CTRM: 1545

**TO THE HONORABLE NEIL W. BASON, UNITED STATES BANKRUPTCY JUDGE, THE
DEBTOR, THE OFFICE OF THE UNITED STATES TRUSTEE, AND PARTIES
REQUESTING SPECIAL NOTICE:**

The Law Offices of Goldfarb Gross Seligman & Co. (“*Goldfarb*” or the “*Firm*”), special
litigation and real estate counsel to Bradley D. Sharp, the duly appointed, authorized and acting
chapter 11 trustee (the “*Trustee*”) in the above-captioned bankruptcy case (the “*Case*”) of Leslie
Klein (the “*Debtor*”), hereby files its *Third Application for Interim Approval of Compensation and*

1
2 *Reimbursement of Expenses* (the “**Application**”) for the period September 1, 2024 through February
3 28, 2025 (the “**Third Interim Fee Period**”), pursuant to 11 U.S.C. §§ 330 and 331 (the “**Bankruptcy**
4 **Code**”).

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I.
RELIEF REQUESTED

By this application, the Firm seeks entry of an order approving fees for professional services rendered for and on behalf of the Trustee as special litigation and real estate counsel in the amount of \$22,894.95¹, in fees incurred during the Third Interim Fee Period. As set forth more fully herein, this Application complies with all statutory guidelines and court-imposed requirements.

Invoices for the Third Interim Fee Period with time detail and summaries thereof are attached as **Exhibit A** to the Declaration of Jeremy Benjamin (the “**Benjamin Declaration**”), annexed hereto. *LBR 2016-1(a)(1)(E), (F) and (G).*

II.
RELEVANT BACKGROUND AND THE FIRM’S RETENTION

A. The Chapter 11 Case

On February 22, 2023, the Debtor filed a voluntary petition for relief under subchapter V of Chapter 11 of the Bankruptcy Code.

On April 24, 2023, creditors Erica and Joseph Vago filed a *Motion for Order Dismissing Debtor’s Chapter 11 Bankruptcy Case* (the “**Motion to Dismiss**”) [Docket No. 79].

On May 17, 2023, at a hearing held on the Motion to Dismiss, the Court ruled that the appointment of a chapter 11 trustee, and not dismissal of the Case, was in the best interests of the estate.

On May 23, 2023, the Office of the United States Trustee (the “**UST**”) filed a *Notice of Appointment of Chapter 11 Trustee* [Docket No. 151], appointing Bradley D. Sharp to serve as chapter 11 Trustee.

On May 23, 2023, the UST filed an *Application for Order Approving Appointment of Trustee and Fixing Bond* [Docket No. 154], approved by order entered the same day [Docket No. 155]. On

¹ Of this amount, \$3,492.45 is included for Value Added Tax (“**VAT**”) for the Third Interim Fee Period.

that same day, the Trustee accepted his appointment [Docket No. 156].

B. Goldfarb's Retention

On September 20, 2023, the Trustee filed an *Application to Employ the Law Offices of Goldfarb Gross Seligman & Co. as Special Litigation and Real Estate Counsel Effective as of September 12, 2023* [Docket No. 370], approved by order entered October 12, 2023 [Docket No. 419]. A copy of the resume of Jeremy Benjamin, one of the attorneys at the Firm responsible for working on the Case, is attached as **Exhibit B** to the Benjamin Declaration, annexed hereto. *LBR 2016-1(a)(1)(H)*.

This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

**III.
NARRATIVE HISTORY AND PRESENT POSTURE OF CASE**

Pursuant to Local Bankruptcy Rule 2016-1(a)(1)(A)(iv), Goldfarb incorporates by reference the *First Application of Pachulski Stang Ziehl & Jones LLP for Interim Approval of Compensation and Reimbursement of Expenses* to be heard contemporaneously by the Court.

**IV.
COMPENSATION AND EXPENSES SOUGHT**

This is the Firm's third fee application. On February 7, 2024, the Firm filed its first fee application for the period September 12, 2023 through January 31, 2024 [Docket No. 641], seeking fees in the amount of \$44,436.61 and expenses in the amount of \$103.30, for a total of \$44,539.91, which fees and expenses were approved by order entered on February 28, 2024 [Docket No. 680]. On October 9, 2024, the Firm filed its second fee application for the period February 1, 2024 through August 31, 2024 [Docket No. 831], seeking fees in the amount of \$35,111.72, which fees were approved by order entered on October 31, 2024 [Docket No. 855].

By way of this Application, the Firm seeks interim allowance of \$22,894.95 incurred during the Third Interim Fee Period.

V.
FUNDS ON HAND

(LBR 2016-1(A)(1)(A)(III))

As of March 31, 2025, the Estate has \$2,509,602.00 in funds on hand.

VI.
CLIENT'S DECLARATION

(LBR 2016-1(a)(1)(J))

A separate declaration will be filed regarding the Trustee's review of this Application.

VII.
**NARRATIVE STATEMENT OF SERVICES RENDERED AND
TIME EXPENDED DURING THE THIRD INTERIM FEE PERIOD**

(LBR 2016-1(a)(1)(D))

During the Third Interim Fee Period, the Firm, among other things, coordinated with the Trustee and its U.S. counsel regarding the delivery of notices to potential heirs of rights in the Debtor's unit in the Dan Boutique Hotel (the "*Dan Unit*") as ordered by the Israeli court, updated the Israeli trustee and updated the Israeli court re delivery of the notices; corresponded with the Israeli trustee and the Trustee re the auction and sale process for the Debtor's unit at the Leonardo Plaza Hotel (the "*Leonardo Unit*") and the need to bar the Debtor from entering the Leonardo Unit; spoke with the sales agent retained by the Israeli Trustee to identify potential purchasers for the Dan Unit and the Leonardo Unit; spoke with the Debtor's Israeli counsel and updated the Trustee; replied to the Israeli trustee's motion to approve the sale of the Leonardo Unit; worked with the Trustee's U.S. counsel on the motion for approval by this court of the sale of the Leonardo Unit (including calculating potential sales costs) and drafted and filed updates to the Israeli court in this regard.

The Firm spent 38.5 hours² on this Case during the Third Interim Fee Period, accounting for \$22,894.95 in fees incurred (including 18% VAT).

² The Firm spent a total of 38.5 hours on this Case during the Third Interim Fee Period; however, it has voluntarily written off 5.5 hours as a courtesy. The \$22,894.95 fee request is reflective of this fee reduction.

VIII.
NO FEE SHARING

The Firm has no understanding, agreement, or arrangement of any kind to divide with or pay to anyone any of the fees sought by the Firm except to the extent they are shared among members of the Firm.

IX.
THE FEES REQUESTED SHOULD BE
AWARDED BASED UPON APPLICABLE LAW

The fees requested by this Application are an appropriate award for the Firm's services as special litigation and real estate counsel to the Trustee in Israel.

A. Factors In Evaluating Requests For Compensation

Pursuant to section 330 of the Bankruptcy Code, the Court may award reasonable compensation for actual and necessary services rendered. The professional services rendered by the Firm have required an expenditure of substantial time and effort. The Firm spent 38.5 hours during the Third Interim Fee Period. The fees for which the Firm requests compensation are for actual and necessary services rendered at the request of the Trustee and/or his counsel.

Time and labor devoted is only one of many pertinent factors in determining an award of fees and costs. Based on the skills brought to bear in this matter by the Firm and the results obtained, in light of the accepted lodestar approach, the Firm submits that the compensation requested herein is reasonable and appropriate.

B. The Lodestar Award Should Be Calculated By Multiplying A Reasonable Hourly Rate By The Hours Expended

The United States Supreme Court has approved application of the lodestar approach in determining a reasonable attorney's fee. The lodestar approach is as follows:

The initial estimate of a reasonable attorney's fee is properly calculated by multiplying the number of hours reasonably expended on the litigation times a reasonable hourly rate Adjustments to that fee then may be made as necessary in the particular case.

Blum vs. Stenson, 465 U.S. 886, 888 (1984). In *Hensley v. Eckerhart*, 461 U.S. 424 (1983),

the Supreme Court explained that while ad hoc factors from older tests might be considered in setting fees³, the lodestar amount subsumed many of those factors. *Hensley v. Eckerhart*, 461 U.S. 424, 434, n.9 (1983).

In 1986, the Supreme Court expressly held that factors relevant to determining fees should be applied using the lodestar approach, and expressly rejected reliance on the ad hoc application of the factors in older tests, stating that "the lodestar figure includes most, if not all, of the relevant factors constituting a 'reasonable' attorney's fee . . ." *Pennsylvania v. Del. Valley Citizens' Council for Clean Air*, 478 U.S. 546, 563-66 (1986); see also *Blanchard v. Bergeron*, 489 U.S. 87, 94 (1989) ("we have said repeatedly that the initial estimate of a reasonable attorney's fee is properly calculated by multiplying the number of hours reasonably expended on the litigation times a reasonable hourly rate") (citations and quotations omitted).

Although the lodestar approach provides the fundamental framework for determining fee awards under the Bankruptcy Code, some of the ad hoc factors remain relevant for determining the appropriate hourly rate to use under the lodestar approach. In *re Charles Russel Buckridge, Jr.*, 367 B.R. 191, 201 (C.D. Cal. 2007) ("a court is permitted to adjust the lodestar up or down using a 'multiplier' based on the criteria listed in § 330 and its consideration of the Kerr factors not subsumed within the initial calculations of the lodestar"); *Dang v. Cross*, 422 F.3d 800, 812 (9th Cir. 2005) (court may "adjust the lodestar amount after considering other factors that bear on the reasonableness of the fee"); *Unsecured Creditors' Comm. v. Puget Sound Plywood, Inc.*, 924 F.2d 955, 960 (9th Cir. 1991) (starting with the lodestar approach is not mandatory in all cases, particularly given the uniqueness of bankruptcy proceedings).

Under the lodestar approach, the Firm is entitled to payment for all of the fees incurred, calculated by multiplying the number of hours expended by the Firm's hourly billing rates.

The information contained in **Exhibit A** support both the time and the rate components of the

³ The ad hoc factors, now largely subsumed by the lodestar approach, are set forth in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974). The original twelve Johnson/Kerr factors are: (1) time and labor required; (2) novelty and difficulty of the questions involved; (3) skill requisite to perform the legal services properly; (4) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances involved; (8) amount involved and results obtained; (9) experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) nature and length of the professional relationship with client; and (12) awards in similar cases.

lodestar approach and warrant an award to the Firm of the entirety of the fees that it incurred providing services to the Trustee in this Case.

X.
NOTICE

Notice of the filing of this Application has been given to the Debtor, the United States Trustee, and all parties entitled to notice under Federal Rules of Bankruptcy Procedure 2002 (“**Rule 2002**”). Therefore, notice should be deemed adequate under the circumstances and in accordance with Rule 2002(a)(6) and (c)(2).

XI.
CONCLUSION

This is the Firm’s third request for compensation and reimbursement of expenses. The Firm believes that the services rendered for which compensation is sought in this Application have been beneficial to the Debtor’s estate and its creditors, and that the sums requested for the services rendered are fair and reasonable.

WHEREFORE, the Firm respectfully requests that this Court authorize payment to the Firm in the amount of \$22,894.95 for fees incurred during the Third Interim Fee Period.

Dated: May 6, 2025

LAW OFFICES OF GOLDFARB GROSS
SELIGMAN & CO.

By:



Jeremy Benjamin
Special Litigation and Real Estate Counsel to
Bradley D. Sharp, Chapter 11 Trustee

Respectfully submitted by:

PACHULSKI STANG ZIEHL & JONES LLP

By: /s/ Jeffrey W. Dulberg

Jeffrey W. Dulberg
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067

*Counsel for Bradley D. Sharp,
Chapter 11 Trustee*

DECLARATION OF JEREMY BENJAMIN

I, Jeremy Benjamin, declare and state as follows:

1. I am a partner of the Law Offices of Goldfarb Gross Seligman & Co. (the “**Firm**”)⁴, with offices located in Israel and Switzerland. I have personal knowledge of the facts stated herein, and if called as a witness, could testify competently thereto.

2. I was the attorney primarily responsible at the Firm to provide the services for which the Firm is seeking fees. I have personally reviewed the Firm’s invoices for this matter and the invoices represent true and correct charges to the best of knowledge, information and belief,

3. Attached hereto as **Exhibit A** are the invoices containing the time detail (and summaries thereof per invoices) incurred by the Firm during the Third Interim Fee Period.

4. I have, among other things, an expertise in private international law, specifically international jurisdiction, choice of law, and international arbitration. I represent companies and executives regarding insolvency issues and work with local counsel when clients of the Firm litigate or arbitrate outside of Israel. Additionally, I have expertise in the area of litigation and arbitration relating to corporate transactions and shareholder disputes, investment funds, financial services and fintech, and distribution and sales agency agreements. A copy of my resume is attached hereto as **Exhibit B**.

5. Local Rule 2016-1(a)(1)(K) Compliance: I have reviewed Local Bankruptcy Rule 2016-1 and the Application complies with Local Rule 2016-1.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this Declaration was executed at Tel Aviv, ISRAEL on this 6th day of May, 2025.



Jeremy Benjamin

⁴ Capitalized terms not defined herein have the meanings used in the Application.

EXHIBIT A

Invoices

**GOLDFARB
GROSS
SELIGMAN**

Goldfarb Gross Seligman & Co.

Law Offices

14/10/2024

Revision: 02/02/2025

Bradley D. Sharp, Chapter 11 Trustee
Suite 4100 South Grand Avenue
USA
90071

File : 37635/2 (SHH)

Vat No. 540113743

Invoice # 24/346381-1

Fees

Legal services for the month of September 2024	\$ 4,195.00
Value Added Tax (18.00%)	\$ 755.10
Total Due	<u>\$ 4,950.10</u>

Notes:

- 1.Payment may be remitted by check, or by wire transfer to our account at **Bank Hapoalim**, swift code **POALILIT**, Sha'ul HaMelech Branch (**Branch No. 532**), 3 Daniel Frisch Street, Tel Aviv 6473104, Israel, **Account No. 150106**. **IBAN: IL27-0125-3200-0000-0150-106**. This statement is due upon receipt. Thank you.
- 2.This statement is not a "Cheshbonit Mas" (tax invoice) within the meaning of the Value Added Tax Law - 1975. A "Receipt/Cheshbonit Mas" will be issued upon payment. The effective rate of Value Added Tax applicable to such payment will be the rate in effect on the date of payment.
- 3.The payment is exempt from withholding tax pursuant to a Certificate of Exemption from the Assessing Officer Tel Aviv-3 (for the period 07.03.2023 to 31.03.2024). A copy of the Certificate of Exemption will be furnished upon request.
- 4.Should this statement include reimbursement of expenses regarding travel abroad, we will be glad to supply, upon request, the necessary details for purposes of the Income Tax Regulations (Deduction of Certain Expenses), 1972.

Electra Tower
98 Yigal Alon Street
Tel Aviv 67891, Israel
Tel +972 (3) 608-9999
Fax +972 (3) 608-9909

Email: <mailto:info@goldfarb.com>
Website: www.goldfarb.com

Legal Fees By Matter and Lawyer

Client no.:37635 - Bradley D. Sharp, Chapter 11 Trustee

Matter No.: 2 - 02 Klein Estate

Name	Recorded Hours	Billed Hours	Hourly Rate (\$)	Total (\$)
Jeremy Benjamin	2.00	2.00	620.00	1,240.00
Shirin Herzog	2.75	2.75	700.00	1,925.00
Shay Mark	3.50	3.00	330.00	990.00
Osher Sapir	0.25	0.25	160.00	40.00
Total 2 - 02 Klein Estate	8.50	8.00		4,195.00
Total Client	8.50	8.00		4,195.00

346381

Legal Fees

Client no.:37635 - Bradley D. Sharp, Chapter 11 Trustee

Matter No. 2 - 02 Klein Estate

Date	Name	Description	Recorded Hours	Billed Hours	Hourly Rate (\$)	Total (\$)
01/09/2024	Jeremy Benjamin	email to Ben Z w/letters and proofs of delivery & query status	0.25	0.25	620.00	155.00
01/09/2024	Shirin Herzog	Klein Estate - CA heirs; filings w the Israeli court; corresp.	0.25	0.25	700.00	175.00
02/09/2024	Shirin Herzog	Israeli trustee; notices to heirs; corresp.	0.25	0.25	700.00	175.00
03/09/2024	Shirin Herzog	Israeli trustee updates; corresp.	0.25	0.25	700.00	175.00
04/09/2024	Shay Mark	motion and decision about the unit in leonardo plaza + draft of update notice	2.25	1.75	330.00	577.50
18/09/2024	Shirin Herzog	Data for court application; corresp.	0.50	0.50	700.00	350.00
19/09/2024	Jeremy Benjamin	t/c w/Rifkin, email to Eric	0.25	0.25	620.00	155.00
22/09/2024	Osher Sapir	Online Submission to the Court	0.25	0.25	160.00	40.00
22/09/2024	Shirin Herzog	Klein Estate - Israeli trustee; corresp.	0.25	0.25	700.00	175.00
22/09/2024	Shay Mark	draft update for court	0.75	0.75	330.00	247.50
22/09/2024	Jeremy Benjamin	correct draft court notice re delivery of letters to potential inheritors or Erika Klein; emails to Ben Z requesting status update and ban of Klein from units during his potential visit	0.75	0.75	620.00	465.00
23/09/2024	Shirin Herzog	Klein Estate - Israeli trustee; corresp.	0.25	0.25	700.00	175.00
24/09/2024	Shirin Herzog	Leslie Klein - Goldfarb's 2nd Interim Fee Application; corresp.	0.25	0.25	700.00	175.00
24/09/2024	Shirin Herzog	Israeli trustee - status; corresp.	0.25	0.25	700.00	175.00
25/09/2024	Jeremy Benjamin	multiple emails w/Ben Z re status of appraisal and barring access to Klein; emails w/Eric re same	0.50	0.50	620.00	310.00
26/09/2024	Jeremy Benjamin	instruct Shay and updates from Shay re communications w/Ben Z; email to Eric re potential motion to bar Klein from units	0.25	0.25	620.00	155.00
26/09/2024	Shirin Herzog	Israeli trustee - status; corresp.	0.50	0.50	700.00	350.00
26/09/2024	Shay Mark	communications with Ben	0.50	0.50	330.00	165.00
Total 2 - 02 Klein Estate			8.50	8.00		4,195.00
Total Client			8.50	8.00		4,195.00

**GOLDFARB
GROSS
SELIGMAN**

Goldfarb Gross Seligman & Co.

Law Offices

07/11/2024

Revision: 02/02/2025

Bradley D. Sharp, Chapter 11 Trustee
Suite 4100 South Grand Avenue
USA
90071

File : 37635/2 (SHH)

Vat No. 540113743

Invoice # 24/348424-1Fees

Legal services for the month of October 2024	\$ 2,455.00
Value Added Tax (18.00%)	\$ 441.90
Total Due	<u>\$ 2,896.90</u>

Notes:

- 1.Payment may be remitted by check, or by wire transfer to our account at **Bank Hapoalim**, swift code **POALILIT**, Sha'ul HaMelech Branch (**Branch No. 532**), 3 Daniel Frisch Street, Tel Aviv 6473104, Israel, **Account No. 150106**. **IBAN: IL27-0125-3200-0000-0150-106**. This statement is due upon receipt. Thank you.
- 2.This statement is not a "Cheshbonit Mas" (tax invoice) within the meaning of the Value Added Tax Law - 1975. A "Receipt/Cheshbonit Mas" will be issued upon payment. The effective rate of Value Added Tax applicable to such payment will be the rate in effect on the date of payment.
- 3.The payment is exempt from withholding tax pursuant to a Certificate of Exemption from the Assessing Officer Tel Aviv-3 (for the period 07.03.2023 to 31.03.2024). A copy of the Certificate of Exemption will be furnished upon request.
- 4.Should this statement include reimbursement of expenses regarding travel abroad, we will be glad to supply, upon request, the necessary details for purposes of the Income Tax Regulations (Deduction of Certain Expenses), 1972.

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Email: <mailto:info@goldfarb.com>
Website: www.goldfarb.com

Legal Fees By Matter and Lawyer

Client no.:37635 - Bradley D. Sharp, Chapter 11 Trustee

Matter No.: 2 - 02 Klein Estate

Name	Recorded Hours	Billed Hours	Hourly Rate (\$)	Total (\$)
Jeremy Benjamin	2.50	2.00	620.00	1,240.00
Shirin Herzog	1.50	1.50	700.00	1,050.00
Shay Mark	1.00	0.50	330.00	165.00
Total 2 - 02 Klein Estate	5.00	4.00		2,455.00
Total Client	5.00	4.00		2,455.00

348424

Legal Fees

Client no.:37635 - Bradley D. Sharp, Chapter 11 Trustee

Matter No. 2 - 02 Klein Estate

Date	Name	Description	Recorded Hours	Billed Hours	Hourly Rate (\$)	Total (\$)
06/10/2024	Shirin Herzog	Court application; corresp.	1.00	1.00	700.00	700.00
06/10/2024	Jeremy Benjamin	revisions to second interim fee motion	1.25	1.25	620.00	775.00
07/10/2024	Jeremy Benjamin	revisit VAT calculation and email to US counsel	0.75	0.25	620.00	155.00
07/10/2024	Shirin Herzog	Court application; corresp.	0.25	0.25	700.00	175.00
08/10/2024	Jeremy Benjamin	rvw final fee motion and sign	0.25	0.25	620.00	155.00
13/10/2024	Shay Mark	apprisel, invoice, decisions	1.00	0.50	330.00	165.00
14/10/2024	Jeremy Benjamin	t/c w/Zali Yaffe (potential counsel for Klein); rvw Leonardo appraisal and send to Eric H	0.25	0.25	620.00	155.00
15/10/2024	Shirin Herzog	Klein Estate - Plaza appraisal; corresp.	0.25	0.25	700.00	175.00
Total 2 - 02 Klein Estate			5.00	4.00		2,455.00
Total Client			5.00	4.00		2,455.00

**GOLDFARB
GROSS
SELIGMAN**

Goldfarb Gross Seligman & Co.

Law Offices

19/01/2025

Bradley D. Sharp, Chapter 11 Trustee
Suite 4100 South Grand Avenue
USA
90071

File : 37635/2 (SHH)

Vat No. 540113743

Invoice # 24/351503

Fees

Legal services for the months of November &
December 2024

\$ 3,280.00

Value Added Tax (18.00%)

\$ 590.40

Total Due

\$ 3,870.40

Notes:

- 1.Payment may be remitted by check, or by wire transfer to our account at **Bank Hapoalim**, swift code **POALIL**, Sha'ul HaMelech Branch (**Branch No. 532**), 3 Daniel Frisch Street, Tel Aviv 6473104, Israel, **Account No. 150106**. **IBAN: IL27-0125-3200-0000-0150-106**. This statement is due upon receipt. Thank you.
- 2.This statement is not a "Cheshbonit Mas" (tax invoice) within the meaning of the Value Added Tax Law - 1975. A "Receipt/Cheshbonit Mas" will be issued upon payment. The effective rate of Value Added Tax applicable to such payment will be the rate in effect on the date of payment.
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Legal Fees By Matter and Lawyer

Client no.:37635 - Bradley D. Sharp, Chapter 11 Trustee

Matter No.: 2 - 02 Klein Estate

Name	Recorded Hours	Billed Hours	Hourly Rate (\$)	Total (\$)
Jeremy Benjamin	2.50	2.50	620.00	1,550.00
Shirin Herzog	2.00	2.00	700.00	1,400.00
Shay Mark	2.00	1.00	330.00	330.00
Daniel Tzahor	0.50	0.00	270.00	0.00
Total 2 - 02 Klein Estate	7.00	5.50		3,280.00
Total Client	7.00	5.50		3,280.00

351503

Legal Fees

Client no.:37635 - Bradley D. Sharp, Chapter 11 Trustee

Matter No. 2 - 02 Klein Estate

Date	Name	Description	Recorded Hours	Billed Hours	Hourly Rate (\$)	Total (\$)
03/11/2024	Shirin Herzog	Israeli assets; evaluation; FU trustee; corresp.	0.25	0.25	700.00	175.00
18/11/2024	Shirin Herzog	Klein estate - Israeli trustee's ctions; corresp.	0.25	0.25	700.00	175.00
19/11/2024	Shirin Herzog	Klein Estate - dan hotel; corresp.	0.25	0.25	700.00	175.00
03/12/2024	Shirin Herzog	Leslie Klein - appraisals update; corresp.	0.25	0.25	700.00	175.00
03/12/2024	Jeremy Benjamin	emails w/Ben Z & w/Brad/Eric re results of auction	0.25	0.25	620.00	155.00
03/12/2024	Shay Mark	price for the Leonardo apartment	0.50	0.00	330.00	0.00
04/12/2024	Shirin Herzog	Leslie Klein - appraisals update request - Leonardo hotel; Dan hotel; corresp.	0.25	0.25	700.00	175.00
05/12/2024	Shirin Herzog	Leslie Klein - appraisals update request ; corresp.	0.25	0.25	700.00	175.00
05/12/2024	Shay Mark	conversation with the trustee	0.50	0.50	330.00	165.00
08/12/2024	Jeremy Benjamin	email to Eric updating re recent correspondence w/Zrihan about notification issue	0.25	0.25	620.00	155.00
08/12/2024	Shirin Herzog	Leslie Klein - Leonardo Plaza sale process; corresp.	0.25	0.25	700.00	175.00
08/12/2024	Shay Mark	conversation with Ben, e-mails	0.50	0.50	330.00	165.00
30/12/2024	Daniel Tzahor	internal meeting w/ Jeremy and Shay re action items	0.50	0.00	270.00	0.00
30/12/2024	Shay Mark	meeting w/Jeremy & Daniel	0.50	0.00	330.00	0.00
30/12/2024	Jeremy Benjamin	handover mtg w/Shai and Daniel	0.50	0.50	620.00	310.00
31/12/2024	Jeremy Benjamin	rvw court motion and PSA and email to Eric	1.50	1.50	620.00	930.00
31/12/2024	Shirin Herzog	Leslie Klein - Leonardo Plaza sale process - trustee's update; corresp.	0.25	0.25	700.00	175.00
Total 2 - 02 Klein Estate			7.00	5.50		3,280.00
Total Client			7.00	5.50		3,280.00

**GOLDFARB
GROSS
SELIGMAN**

Goldfarb Gross Seligman & Co.
Law Offices

24/03/2025

Bradley D. Sharp, Chapter 11 Trustee
Suite 4100 South Grand Avenue
USA
90071

File : 37635/2 (SHH)

Vat No. 540113743

Invoice # 25/360466

Fees

Legal services for the month of January 2025	\$ 8,020.00
Value Added Tax (18.00%)	\$ 1,443.60
Total Due	<u>\$ 9,463.60</u>

Notes:

- 1.Payment may be remitted by check, or by wire transfer to our account at **Bank Hapoalim**, swift code **POALILIT**, Sha'ul HaMelech Branch (**Branch No. 532**), 3 Daniel Frisch Street, Tel Aviv 6473104, Israel, **Account No. 150106**. **IBAN: IL27-0125-3200-0000-0150-106**. This statement is due upon receipt. Thank you.
- 2.This statement is not a "Cheshbonit Mas" (tax invoice) within the meaning of the Value Added Tax Law - 1975. A "Receipt/Cheshbonit Mas" will be issued upon payment. The effective rate of Value Added Tax applicable to such payment will be the rate in effect on the date of payment.
- 3.The payment is exempt from withholding tax pursuant to a Certificate of Exemption from the Assessing Officer Tel Aviv-3 (for the period 07.03.2023 to 31.03.2024). A copy of the Certificate of Exemption will be furnished upon request.
- 4.Should this statement include reimbursement of expenses regarding travel abroad, we will be glad to supply, upon request, the necessary details for purposes of the Income Tax Regulations (Deduction of Certain Expenses), 1972.

Electra Tower
98 Yigal Alon Street
Tel Aviv 67891, Israel
Tel +972 (3) 608-9999
Fax +972 (3) 608-9909

Email: <mailto:info@goldfarb.com>
Website: www.goldfarb.com

Legal Fees By Matter and Lawyer

Client no.:37635 - Bradley D. Sharp, Chapter 11 Trustee

Matter No.: 2 - 02 Klein Estate

Name	Recorded Hours	Billed Hours	Hourly Rate (\$)	Total (\$)
Jeremy Benjamin	7.75	7.25	620.00	4,495.00
Shirin Herzog	4.25	4.25	750.00	3,187.50
Daniel Tzahor	2.00	1.25	270.00	337.50
Gili Lesin	0.50	0.00	270.00	0.00
Total 2 - 02 Klein Estate	14.50	12.75		8,020.00
Total Client	14.50	12.75		8,020.00

360466

Legal Fees

Client no.:37635 - Bradley D. Sharp, Chapter 11 Trustee

Matter No. 2 - 02 Klein Estate

Date	Name	Description	Recorded Hours	Billed Hours	Hourly Rate (\$)	Total (\$)
07/01/2025	Shirin Herzog	Motion before the Israeli court; corresp.	0.25	0.25	750.00	187.50
07/01/2025	Jeremy Benjamin	court decision received, email to Ben Z, email to Eric H	0.25	0.25	620.00	155.00
09/01/2025	Shirin Herzog	Leslie Klein - Leonardo Plaza sale process - US application; corresp.	0.25	0.25	750.00	187.50
12/01/2025	Shirin Herzog	Leslie Klein - Leonardo Plaza sale process -draft US court application; corresp.	0.25	0.25	750.00	187.50
12/01/2025	Jeremy Benjamin	first review of draft motion to approve Leonardo sale and preliminary comments to Jeff and Beth; instructions to Daniel; email to Ben Z	0.75	0.75	620.00	465.00
12/01/2025	Shirin Herzog	Leslie Klein - Leonardo Plaza sale process - data for US application; corresp.	0.25	0.25	750.00	187.50
13/01/2025	Shirin Herzog	Leslie Klein - Leonardo Plaza sale process - dox for US motion; corresp.	0.25	0.25	750.00	187.50
13/01/2025	Daniel Tzahor	drafting a response to trustee's motion to approve the PSA	0.75	0.75	270.00	202.50
13/01/2025	Jeremy Benjamin	multiple emails w/Ben Zrihan re cost estimates for Leonardo sale & status of Dan Boutique; emails w/Jeff & Brad/Eric & translator	0.75	0.75	620.00	465.00
14/01/2025	Jeremy Benjamin	emails re translation; correct draft notice to Israeli court; emails w/Ben Z re Klein's Leonardo purchase agreement	0.75	0.75	620.00	465.00
15/01/2025	Daniel Tzahor	drafting a response to trustee's motion to approve PSA + filing w/ court	0.50	0.50	270.00	135.00
15/01/2025	Daniel Tzahor	email corr. with translator + trustee	0.25	0.00	270.00	0.00
15/01/2025	Jeremy Benjamin	Leonardo Plaza sales costs simulation and email to US team re same and Dan Boutique status	2.00	2.00	620.00	1,240.00
15/01/2025	Shirin Herzog	Klein estate - sale of both units; corresp.	0.75	0.75	750.00	562.50
16/01/2025	Shirin Herzog	Leslie Klein - Leonardo Plaza sales costs; corresp.	1.00	1.00	750.00	750.00
16/01/2025	Jeremy Benjamin	revisions to draft application for US BR court consent to Leonardo sale	1.25	1.25	620.00	775.00
20/01/2025	Jeremy Benjamin	emails w/Jeff & Beth; email to Ben Z re tax	0.25	0.25	620.00	155.00
20/01/2025	Shirin Herzog	Leslie Klein - Leonardo Plaza sales costs; corresp.	0.25	0.25	750.00	187.50
21/01/2025	Shirin Herzog	Data for US motion re sale; corresp.	0.50	0.50	750.00	375.00
21/01/2025	Jeremy Benjamin	check and revise Israeli trustee fee simulation Excel, emails w/Ben Z re tax estimate, revise motion with updated costs, emails w/Jeff re Excel	1.00	1.00	620.00	620.00
22/01/2025	Jeremy Benjamin	check final redline of Leonardo motion and email to Jeff	0.25	0.25	620.00	155.00
22/01/2025	Shirin Herzog	Leslie Klein - Leonardo Plaza sales costs; motion to US court; corresp.	0.25	0.25	750.00	187.50

Case 2:23-bk-10990-NB - Doc 1061 Filed 05/06/25 Entered 05/06/25 17:56:06 Desc							
Date	Name	Description	Recorded Hours	Billed Hours	Hourly Rate (\$)	Total (\$)	
Main Document			Page 22 of 29				
23/01/2025	Shirin Herzog	Leslie Klein - Leonardo Plaza sales costs; motion to US court; corresp.	0.25	0.25	750.00	187.50	
28/01/2025	Daniel Tzahor	internal meeting w/ Jeremy and Gili + Hand-off to Gili	0.50	0.00	270.00	0.00	
28/01/2025	Jeremy Benjamin	handover mtg w/Daniel T & Gili L - DNC	0.50	0.00	620.00	0.00	
28/01/2025	Gili Lesin	Internal meeting with jeremy and daniel	0.50	0.00	270.00	0.00	
Total 2 - 02 Klein Estate			14.50	12.75		8,020.00	
Total Client			14.50	12.75		8,020.00	

**GOLDFARB
GROSS
SELIGMAN**

Goldfarb Gross Seligman & Co.

Law Offices

24/03/2025

Bradley D. Sharp, Chapter 11 Trustee
Suite 4100 South Grand Avenue
USA
90071

File : 37635/2 (SHH)

Vat No. 540113743

Invoice # 25/364576

Fees

Legal services for the month of February 2025	\$ 1,452.50
Value Added Tax (18.00%)	\$ 261.45
Total Due	<u><u>\$ 1,713.95</u></u>

Notes:

- 1.Payment may be remitted by check, or by wire transfer to our account at **Bank Hapoalim**, swift code **POALILIT**, Sha'ul HaMelech Branch (**Branch No. 532**), 3 Daniel Frisch Street, Tel Aviv 6473104, Israel, **Account No. 150106**. **IBAN: IL27-0125-3200-0000-0150-106**. This statement is due upon receipt. Thank you.
- 2.This statement is not a "Cheshbonit Mas" (tax invoice) within the meaning of the Value Added Tax Law - 1975. A "Receipt/Cheshbonit Mas" will be issued upon payment. The effective rate of Value Added Tax applicable to such payment will be the rate in effect on the date of payment.
- 3.The payment is exempt from withholding tax pursuant to a Certificate of Exemption from the Assessing Officer Tel Aviv-3 (for the period 07.03.2023 to 31.03.2024). A copy of the Certificate of Exemption will be furnished upon request.
- 4.Should this statement include reimbursement of expenses regarding travel abroad, we will be glad to supply, upon request, the necessary details for purposes of the Income Tax Regulations (Deduction of Certain Expenses), 1972.

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Email: <mailto:info@goldfarb.com>
Website: www.goldfarb.com

Legal Fees By Matter and Lawyer

Client no.:37635 - Bradley D. Sharp, Chapter 11 Trustee

Matter No.: 2 - 02 Klein Estate

Name	Recorded Hours	Billed Hours	Hourly Rate (\$)	Total (\$)
Jeremy Benjamin	1.00	1.00	620.00	620.00
Shirin Herzog	1.00	0.75	750.00	562.50
Gili Lesin	1.50	1.00	270.00	270.00
Total 2 - 02 Klein Estate	3.50	2.75		1,452.50
Total Client	3.50	2.75		1,452.50

364576

Legal Fees

Client no.:37635 - Bradley D. Sharp, Chapter 11 Trustee

Matter No. 2 - 02 Klein Estate

Date	Name	Description	Recorded Hours	Billed Hours	Hourly Rate (\$)	Total (\$)
13/02/2025	Jeremy Benjamin	corrections to draft update notice to court, emails w/Ben Z	0.50	0.50	620.00	310.00
13/02/2025	Shirin Herzog	Leslie Klein - Leonardo Plaza sales costs – evaluations; US court order; corresp.	0.75	0.75	750.00	562.50
16/02/2025	Shirin Herzog	Klein Estate - corresp. re Erica z"l's estate ***NO CHARGE***	0.25	0.00	750.00	0.00
16/02/2025	Gili Lesin	drafting an update notice to the court regarding the approval of the sale agreement that was granted.	1.50	1.00	270.00	270.00
26/02/2025	Jeremy Benjamin	check file and emails w/Ben Z and Eric re Klein passport	0.50	0.50	620.00	310.00
Total 2 - 02 Klein Estate			3.50	2.75		1,452.50
Total Client			3.50	2.75		1,452.50

EXHIBIT B

Attorney Biography

GOLDFARB
GROSS
SELIGMAN



Jeremy Benjamin

Partner

Vice Head of the Corporate, Administrative and Class Action Litigation Department



Biography

Adv. Jeremy Benjamin specializes in corporate and contract disputes. He handles litigation and arbitration relating to corporate transactions and shareholder disputes, investment funds, financial services, real estate, and cross-border distribution and sales agency agreements. In addition, Jeremy possesses expertise in private international law, specifically international jurisdiction, choice of law, and international arbitration.

Jeremy also advises and represents companies and executives regarding insolvency issues and works with local counsel when firm clients litigate or arbitrate outside of Israel.

Jeremy's clients include Israeli and foreign companies active in the hi-tech, finance, food, aviation and defense, and automotive sectors.

Jeremy is recognized as a key lawyer in dispute resolution by The Legal 500.

Jeremy served in the past on the audit committee of the Association for Civil Rights in Israel.

Education

LL.M., (magna cum laude), Tel Aviv University in cooperation with the University of California, Berkeley, 2008

M.A. (magna cum laude), History, Tel Aviv University, 1999

LL.B., Tel Aviv University, 1997

B.A. (magna cum laude), History and International Relations, Brown University, 1988

Admission

Israel Bar Association, 1997

Awards and Affiliation

"I worked with Jeremy Benjamin. He is a brilliant strategist, he is creative with his arguments, he understand the pressure points in a claim and how to exploit them for the benefit of his clients. He is an incredibly hard-worker, he makes himself available at all hours of the day. He is astute, and will go that extra mile."
The Legal 500 2024

Practices

Commercial and Corporate Litigation

International Litigation and Arbitration

Arbitration and Mediation

Insolvency

Debt Settlements

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
10100 Santa Monica Boulevard, 13th Floor, Los Angeles, California 90067

A true and correct copy of the foregoing document entitled (*specify*): **THIRD APPLICATION OF THE LAW OFFICES OF GOLDFARB GROSS SELIGMAN & CO. FOR INTERIM APPROVAL OF COMPENSATION AND REIMBURSEMENT OF EXPENSES AS SPECIAL LITIGATION AND REAL ESTATE COUNSEL TO THE CHAPTER 11 TRUSTEE; DECLARATION OF JEREMY BENJAMIN IN SUPPORT THEREOF** served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **May 6, 2025**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**: On (*date*) **May 6, 2025**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **May 6, 2025**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

<u>Via Email:</u> Eric J Olson: eric@ejolsonlaw.com Leslie Klein: les.kleinlaw@gmail.com; leskleinlaw@gmail.com; kleinlaw@earthlink.net	<u>Via Email:</u> Eric Hawes: eeh@eehlawoffice.com James Kieckhafer: jkieckhafer@ks-llp.com Art Swicker: aswicker@ks-llp.com Jeremy Benjamin: Jeremy.benjamin@goldfarb.com; Shirin Herzog: shrin.herzog@goldfarb.com
---	--

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 6, 2025
Date

Nancy H. Brown
Printed Name

/s/ Nancy H. Brown
Signature

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Case 2:23-bk-10990-SK

- **Simon Aron** saron@wrslawyers.com, moster@wrslawyers.com;jlee@wrslawyers.com
- **Reem J Bello** rbello@goeforlaw.com, kmurphy@goeforlaw.com
- **Ron Bender** rb@lnbyg.com
- **Michael Jay Berger** michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com;michael.berger@ecf.inforuptcy.com
- **Greg P Campbell** chl1ecf@aldridgepite.com, gc@ecf.inforuptcy.com;gcampbell@aldridgepite.com
- **Baruch C Cohen** bcc@BaruchCohenEsq.com, paralegal@baruchcohenesq.com
- **Theron S Covey** tcovey@raslg.com
- **Michael G D'Alba** mgd@lnbyg.com
- **Jeffrey W Dulberg** jdulberg@pszjlaw.com
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- **Michael I. Gottfried** mgottfried@elkinskalt.com, cavila@elkinskalt.com,lwageman@elkinskalt.com,docketing@elkinskalt.com,tparizad@elkinskalt.com
- **M. Jonathan Hayes** jhayes@rhmfirm.com, roksana@rhmfirm.com;matt@rhmfirm.com;rosario@rhmfirm.com;sloan@rhmfirm.com;priscilla@rhmfirm.com;rebeca@rhmfirm.com;david@rhmfirm.com;susie@rhmfirm.com;max@rhmfirm.com;russ@rhmfirm.com
- **Brandon J. Iskander** biskander@goeforlaw.com, kmurphy@goeforlaw.com
- **Michael S Kogan** mkogan@koganlawfirm.com
- **Matthew A Lesnick** matt@lesnickprince.com, matt@ecf.inforuptcy.com;jmack@lesnickprince.com
- **John W Lucas** jlucas@pszjlaw.com, ocarpio@pszjlaw.com
- **Armen Manassarian** armen@ml-apc.com, jennifer@ml-apc.com,maria@ml-apc.com
- **Ron Maroko** ron.maroko@usdoj.gov
- **Kirsten Martinez** Kirsten.Martinez@bonialpc.com, Notices.Bonial@ecf.courtdrive.com
- **Steven M Mayer** smayer@mayerlawla.com
- **Christopher M McDermott** chl1ecf@aldridgepite.com, CMM@ecf.inforuptcy.com;cmcdermott@aldridgepite.com
- **Krikor J Meshefejian** kjm@lnbyg.com
- **Jeffrey P Nolan** jnolan@pszjlaw.com
- **Eric J Olson** eric@ejolsonlaw.com
- **Jeffrey N Pomerantz** jpomerantz@pszjlaw.com
- **Brian A Procel** brian@procel-law.com, rdankwa@millerbarondess.com;docket@millerbarondess.com
- **Matthew D. Resnik** matt@rhmfirm.com, roksana@rhmfirm.com;russ@rhmfirm.com;sloan@rhmfirm.com;nina@rhmfirm.com;susie@rhmfirm.com;gabriela@rhmfirm.com;priscilla@rhmfirm.com;rebeca@rhmfirm.com;rosario@rhmfirm.com;david@rhmfirm.com
- **Kevin Ronk** Kevin@portillorolk.com, eService@cym.law,karen@cym.law
- **Joshua L. Scheer** jscheer@scheerlawgroup.com, jscheer@ecf.courtdrive.com
- **Bradley D. Sharp (TR)**
- **Richard P Steelman** RPS@LNBYG.COM
- **Nikko Salvatore Stevens** nikko@cym.law, eService@cym.law,karen@cym.law
- **Alan G Tippie** Alan.Tippie@gmlaw.com, atippie@ecf.courtdrive.com;Karen.Files@gmlaw.com,patricia.dillamar@gmlaw.com,denise.walker@gmlaw.com
- **Gary Tokumori** gtokumori@pmcos.com
- **United States Trustee (LA)** ustpregion16.la.ecf@usdoj.gov
- **Michael L Wachtell** mwachtell@buchalter.com, marias@buchalter.com;docket@buchalter.com
- **John P. Ward** jward@attleseyward.com, ephuong@attleseyward.com
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- **Paul P Young** paul@cym.law, eService@cym.law,karen@cym.law
- **Roye Zur** rzur@elkinskalt.com, lwageman@elkinskalt.com;l648609420@filings.docketbird.com;rzur@ecf.courtdrive.com

2. SERVED BY UNITED STATES MAIL:

Peter C. Anderson, U.S. Trustee
Michael Jones, Assistant U.S. Trustee
Office of the U.S. Trustee
915 Wilshire Boulevard, Suite 1850
Los Angeles, CA 90017

Leslie Klein
322 North June Street
Los Angeles, CA 90004

Nathan Talei
Oldman, Sallus & Gold, L.L.P.
16133 Ventura Blvd., PH-A
Encino, CA 91436

Leslie Klein & Associates, Inc.
c/o Leslie Klein
6454 Van Nuys Blvd. Suite 150
Van Nuys, CA 91401